

CA086946

**SHELBY COUNTY BOARD OF COMMISSIONERS  
AGENDA ROUTE SHEET**

Referred to Commission Committee 4-Law Enforcement, Fire, Corrections & Courts

For Commission Action on April 17, 2008 *July 21, 2008*

DESCRIPTION OF ITEM: A RESOLUTION AMENDING THE FISCAL YEAR 2008-2009 OPERATING BUDGET FOR THE CHIEF ADMINISTRATIVE OFFICE, OFFICE OF PREPAREDNESS HAZARDOUS MATERIAL EMERGENCY PREPAREDNESS GRANT IN THE AMOUNT OF \$7,000.00 AND THIS ITEM REQUIRES THE EXPENDITURES OF PASS THROUGH FUNDS IN THE AMOUNT OF \$7,000.00 UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY GRANT PROGRAMS. SPONSORED BY COMMISSIONER SIDNEY CHISM.

**CHECK ALL THAT APPLY BELOW:**

       This Action does NOT require expenditure of funds.

  X   This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: \$                     ; County CIP Funds \$                     

State Grant Funds: \$                     ; State Gas Tax Funds: \$                     

Federal Grant Funds: \$                     

Other funds (Specify source and amount): \$   

Other pass-thru funds (Specify source and amount): \$ 7,000.00 Federal thru State

**Originating Department:** Office of Preparedness

**APPROVAL:**

Dept. Head:

Bob Nations Jr. 379-7094 \ BN \ 7-9-08  
(Print your name & phone #.) (Initials) (Date)

Elected Official:

   \                      \                       
(Print your name & phone #.) (Initials) (Date)

Division Director:

Grace Hutchinson 845-4429 \ GH \ 7-9-2008  
(Print your name & phone #.) (Initials) (Date)

CIP – A&F Director:

   \                      \                       
(Print your name & phone #.) (Initials) (Date)

Finance Dept

A Smith 7-9-08 Mike Smith 545-4269 \ MS \ 7-9-08  
(Print your name & phone #.) (Initials) (Date)

County Attorney:

   \                      \                       
(Print your name & phone #.) (Initials) (Date)

CAO/Mayor:

JAMES HUNTZICKER \ JH \ 7-9-08  
(Print your name & phone #.) (Initials) (Date)

## SUMMARY SHEET

I. Description of Item:

A RESOLUTION amending the fiscal year 2008-2009 operating budget for the Chief Administrative Office, Office of Preparedness Hazardous Material Emergency Preparedness grant in the amount of \$7,000.00 and this Item requires the expenditures of pass thru funds under the U.S. Department of Homeland Security Grant Programs.

II. Source and Amount of Funding:

The Military Department of Tennessee and the Tennessee Emergency Management Agency provide grant funds in the amount of \$7,000.00 for the provisions of pass-through funding for critical terrorism planning, preparedness, response and other emergency services. See Exhibit A for budget breakdown.

III. Contract Items

Type of Contract – Grant Agreement Between the Military Department of Tennessee, Tennessee Emergency Management Agency and Shelby County Government.

IV. Additional Relevant Information:

The purpose of this grant is to increase local awareness in safely and efficiently handling hazardous materials accidents and incidents, enhance implementation of the emergency planning community and encourage a comprehensive approach to emergency training and planning for responses to hazardous materials incidents and accidents.

Total Program Costs are \$8,750. This grant requires a match of 20%. The Local Emergency Planning Committee (LEPC) will be responsible for the \$1,750 match, not Shelby County Government. See Attached Exhibit.

Administration recommends the approval of this resolution.

ITEM NO: \_\_\_\_\_

PREPARED BY: Patrina Chambers

APPROVED BY: \_\_\_\_\_

DESCRIPTION OF ITEM: A RESOLUTION AMENDING THE FISCAL YEAR 2008-2009 OPERATING BUDGET FOR THE CHIEF ADMINISTRATIVE OFFICE, OFFICE OF PREPAREDNESS HAZARDOUS MATERIAL EMERGENCY PREPAREDNESS GRANT IN THE AMOUNT OF \$7,000.00 AND THIS ITEM REQUIRES THE EXPENDITURES OF PASS THROUGH FUNDS IN THE AMOUNT OF \$7,000.00 UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY GRANT PROGRAMS. SPONSORED BY COMMISSIONER SIDNEY CHISM

WHEREAS, The Office of Preparedness provides coordination of critical terrorism planning, preparedness, response and other emergency services as are essential to residents of our County and entire region; and

WHEREAS, The Military Department of Tennessee and Tennessee Emergency Management Agency provides grant funds in the amount of \$7,000.00 for the provision of pass-through funding to fund costs related to Homeland Security Preparedness activities associated with hazmat training and full scale exercises; and

WHEREAS, It is necessary to amend Shelby County's FY 2007-2008 Operating Budget in order to expend the \$7,000.00 for the purposes and to allocate and appropriate said funding.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the Grant Agreement with the Tennessee Emergency Management Agency in the amount of \$7,000.00 is hereby approved.

BE IT FURTHER RESOLVED That the FY 2007-08 Shelby County Operating Budget is hereby amended and funds appropriated per Exhibit A, which is attached hereto and incorporated hereinto by reference.

BE IT FURTHER RESOLVED, That the County Mayor be and is hereby authorized to execute said grant agreement, an executed copy of which shall be placed on file in the Purchasing Department.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants in amount not to exceed \$7,000.00 for purposes contained in this resolution and to take proper credit in their accounting therefore.

\_\_\_\_\_  
A C Wharton, Jr.  
COUNTY MAYOR

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK OF COUNTY COMMISSION

ADOPTED: \_\_\_\_\_



**EXHIBIT A**  
**Shelby County Government**  
**Budget Attachment**  
**FY 2008-2009**

**213-200307 Office of Domestic Preparedness**  
**U S Department of Transportation**  
**Local Emergency Planning Committee**  
**Hazardous Material Emergency Preparedness Grant**

Account	Description	Current Budget	Adjustment	Adjusted Budget
4331	Federal Grants Thru State	-	(7,000)	(7,000)
6419	Education & Training	-	7,000	7,000
		-		-
		-	-	-

## Memphis/Shelby County LEPC

### Hazardous Materials Emergency Planning Grant Request Fiscal Year 2008

Item Description	Amount
1. Community Outreach initiative focusing on Shelter-in-Place training. The LEPC, partnering with the Center for Neighborhoods and the leadership of the Memphis City & County Schools, will maintain a "Speakers Bureau" to attend various neighborhood meetings and area schools to explain the LEPC, our mission, and provide education on emergency response plans and Shelter-in-Place procedures. Grant monies would help fund production of brochures and other training materials.	\$1000.00
2. The LEPC will continue to partner with the Memphis/Shelby County Emergency Management Agency to improve the EMA's Emergency Operations Plan through automation of Tier II data and Emergency Operations Plan. Through automation using new technologies available, local Emergency Response Teams will be able to access needed emergency information more efficiently in the event of actual Hazardous Materials Spills/Releases.	\$4,000.00
3. The LEPC will develop and perform a Hazardous Material Response Exercise (Drill) in the Memphis/Shelby County area, and will include in it an evaluation of the applicable emergency response materials and skills provided under this grant. <ul style="list-style-type: none"><li>• Develop drill design team, scenario, location and resources- 1<sup>st</sup> Qtr 2008</li><li>• Conduct drill – 2<sup>nd</sup> Qtr 2008</li><li>• Finalize evaluation and report – 3<sup>rd</sup> Qtr 2008</li></ul>	\$1,000.00
4. The LEPC will continue to maintain a Web Site that provides ongoing information to the local community on the efforts of the LEPC as well as links to instructional material that may be used for hazardous materials awareness in the community.	\$1,000.00
Total	\$7,000.00
20% local match supported by the Memphis/Shelby County LEPC	\$1,750.00
Expenses less 20%	
Total Grant	\$8,750.00

# C O N T R A C T   S U M M A R Y   S H E E T

12-11-07

<b>RFS #</b>	<b>Contract #</b>
<b>341.04-013-08</b>	<b>GG-08</b>
<b>State Agency</b>	<b>State Agency Division</b>
DEPARTMENT OF MILITARY	TENNESSEE EMERGENCY MANAGEMENT AGENCY
<b>Contractor Name</b>	<b>Contractor ID # (FEIN or SSN)</b>
MEMPHIS-SHELBY COUNTY	<input checked="" type="checkbox"/> C- or <input type="checkbox"/> V- 626000841 47

**Service Description**

HAZARDOUS MATERIAL EMERGENCY PLANNING (HMEP) GRANT THROUGH U.S. DEPARTMENT OF TRANSPORTATION PASS-THROUGH FUNDING FOR HMETN7002150 FY 2008

<b>Contract Begin Date</b>	<b>Contract End Date</b>	<b>SUBRECIPIENT or VENDOR?</b>	<b>CFDA #</b>
10/1/07	9/30/08	SUBRECIPIENT	20.703

**Mark Each TRUE Statement**
☒ Contractor is on STARS

☒ Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
341.04	13C	131	11	TK8	100
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2008		7,000.00			7,000.00
<b>TOTAL:</b>		7,000.00			7,000.00

**— COMPLETE FOR AMENDMENTS ONLY —**

FY	Base Contract & Prior Amendments	THIS Amendment ONLY	State Agency Fiscal Contact & Telephone #
			MARSHA CORNISH-NATIONAL GUARD ARMORY, (615) 741-3018
			<b>State Agency Budget Officer Approval</b>
<b>TOTAL:</b>			
<b>End Date:</b>			

**State Agency Fiscal Contact & Telephone #**

MARSHA CORNISH-NATIONAL GUARD ARMORY, (615) 741-3018

**State Agency Budget Officer Approval**
**Funding Certification** (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

**Contractor Ownership** (complete for ALL base contracts— N/A to amendments or delegated authorities)

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input checked="" type="checkbox"/> Government
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> NOT Minority/Disadvantaged	

**Contractor Selection Method** (complete for ALL base contracts— N/A to amendments or delegated authorities)

<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation *	<input type="checkbox"/> Alternative Competitive Method *
<input type="checkbox"/> Non-Competitive Negotiation *	<input checked="" type="checkbox"/> Negotiation w/ Government (ID, GG, GU)	

**\* Procurement Process Summary** (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)



**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY  
AND  
MEMPHIS-SHELBY COUNTY**

This Grant Contract, by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" and Memphis-Shelby County, hereinafter referred to as the "Grantee," is for the provision of providing pass through funding from the United States Department of Transportation, as further defined in the "SCOPE OF SERVICES."

Grantee Federal Employer Identification Number: 626000841

**A. SCOPE OF SERVICES:**

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.2. This grant will provide resources for hazardous materials (hazmat) training and full scale exercise during the grant period.

The Grantee shall:

- A.3. Complete those project(s) outlined in A.4. through A.8. The project(s) will be in accordance with the application received from Memphis-Shelby County and approved by the United States Department of Transportation.
- A.4. Match the funding stated in paragraph C.1 at a minimum of twenty percent (20%). The twenty percent (20%) must be directly attributable to the scope of services, as stated in A.3 through A.6.
- A.5. Procure items and equipment, in compliance with Attachment 1, for the purpose of providing Hazmat training and conducting a full scale hazardous materials Response Exercise.
- A.6. Assess and identify hazmat transportation corridors and facilities within Memphis-Shelby County.
- A.7. Review Emergency Response Plans and Standard Operating Procedures [SOP(s)] within Memphis-Shelby County and update documents as necessary.
- A.8. Comply with Project Requirements:
  - a. All work must be completed by September 15, 2008.
  - b. All requests for reimbursement from the Grantee must be submitted by September 15, 2008.
  - c. All invoices will be submitted in accordance with C.5.
  - d. All progress reports must be submitted quarterly to the Project Manager and the Tennessee Emergency Management Agency. (TEMA), Regional Director.
  - e. Any problems and/or concerns must be directed to the State Project Manager.
  - f. The Grantee must notify, in writing, the TEMA Regional Director and the Project Manager thirty (30) days prior to the exercise date.
  - g. Upon completion of the grant contract the TEMA Regional Director and the Program Manager will review and assess this grant contract prior to closeout.

**Grantee Project Manager:**  
Karen Birkenstock, Chairman  
Memphis-Shelby County LEPC  
3274 Democrat  
Memphis, TN 38118

**State Project Manager:**  
Mr. Gary Beazley, Project Manager  
Hazardous Materials Emergency Team  
3041 Sidco Drive  
Nashville, TN 37204

kbirkenstock@tornrc.net  
 Telephone # (901) 546-0088  
 FAX # (901) 546-0010

gbeazley@tnema.org  
 Telephone # (615) 253-3396  
 FAX # (615) 741-4173

**B. GRANT CONTRACT TERM:**

- B.1. This Grant Contract shall be effective for the period commencing on 10/1/07 and ending on 9/30/08. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend the Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon rates provided for in the original Contract.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed seven thousand and 00/100 (\$ 7,000.00). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment 1, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, to:

Tennessee Emergency Management Agency  
 Hazardous Materials Emergency Team  
 3041 Sidco Drive  
 Nashville, TN 37204

- a. Each invoice shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information:
- (1) Invoice/Reference Number (assigned by the Grantee);
  - (2) Invoice Date;
  - (3) Invoice Period (period to which the reimbursement request is applicable);
  - (4) Grant Contract Number (assigned by the State to this Grant Contract);



- (5) Account Name: Department of Military, Tennessee Emergency Management Agency;
  - (6) Account/Grantor Number (uniquely assigned by the Grantee to the above-referenced Account Name);
  - (7) Grantee Name;
  - (8) Grantee Federal Employer Identification Number or Social Security Number (as referenced in this Grant Contract);
  - (9) Grantee Remittance Address;
  - (10) Grantee Contact (name, phone, and/or fax for the individual to contact with invoice questions);
  - (11) Complete Itemization of Reimbursement Requested for the Invoice Period, which shall detail, at minimum, the following:
    - i. Reimbursement Amount Requested by Grant Budget Line-Item for the invoice period (including any travel expenditure reimbursement requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations");
    - ii. Amount Reimbursed by Grant Budget Line-Item to Date;
    - iii. Total Amount Reimbursed under the Grant Contract to Date; and
    - iv. Total Reimbursement Amount Requested (all line-items) for the invoice period.
- b. The Grantee understands and agrees that an invoice to the State under this Grant Contract shall:
- (1) include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described in Grant Contract Section A subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements; and
  - (2) not include any reimbursement requests for future expenditures.
- c. The Grantee agrees that timeframe for reimbursement begins when the State is in receipt of each invoice meeting the minimum requirements above.
- d. The Grantee shall complete and sign a "Substitute W-9 Form" provided to the Grantee by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract for the Grantee. The Grantee shall not invoice the State under this Grant Contract until the State has received this completed form.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any such approval shall be superseded by a subsequent revision of the Grant Budget by contract amendment, and any increase in the total Grant amount shall require a contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a final invoice and grant disbursement reconciliation report within forty-five days (45) of the Grant Contract end date and in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

- b. The State shall not be responsible for the payment of any invoice submitted to the state after the final invoice and grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.
- C.10. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.
- C.11. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Contract between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Grant Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.